REQUEST: NON-COMPETITIVE AMENDMENT

	ATTROVED
	Commissioner of Finance & Administration o
Each of the request items below indicates specific information A REQUEST CAN NOT BE CONSIDERED IF INFORMATION PLACED IN THE REQUIREMENTS INDIVIDED.	on that <u>must</u> be individually detailed or addressed <u>as required.</u> ROVIDED IS INCOMPLETE, NON-RESPONSIVE, OR DOES NOT DUALLY AS REQUIRED.
RFS# 318.66-029	
STATE AGENCY NAME: Department of Finance and Admir Bureau of TennCare	nistration
SERVICE CAPTION: Managed Care organization which TennCare/Medicaid Population	n provides medically necessary health care services to the
CONTRACT:# FA-02-14860-00	PROPOSED AMENDMENT # 6
CONTRACTOR: John Deere	
CONTRACT START DATE: 07/0	01/2001
CURRENT, LATEST POSSIBLE END DATE: 12/3 (including ALL options to extend)	31/2005
CURRENT MAXIMUM LIABILITY: \$61	5,195,590.42
LATEST POSSIBLE END DATE <u>WITH PROPOSED AMENDM</u> (including ALL options to extend)	12/31/2006
TOTAL MAXIMUM COST <u>WITH PROPOSED AMENDMENT:</u> (including ALL options to extend)	\$829,121,057.57
APPROVAL CRITERIA: use of Non-Competitive N	egotiation is in the best interest of the state
only one uniquely qualifie	ed service provider able to provide the service
ADDITIONAL REQUIRED REQUEST DETAILS BELOW (add	ress each item immediately following the requirement text)
(1) description of the proposed additional service and ame	endment effects:
Extends the term of current contract as well as provide funding	for term extension.

(2) explanation of need for the proposed amendment :

We believe that it is in the best interests of the State prevent the disruption of services to TennCare enrolled		to ensure the stability of the TennCare Program and
(3) name and address of the proposed contractor (not required if proposed contractor is a state en		
Heritage National Health Plan of Tennessee, Inc. John Deere Health Care, Inc. Executive Tower I 408 North Cedar Bluff Road, Suite 400		ß
Knoxville, TN 37923	en e	ede Maria. Cantillo o de incontrata interpretara e de santo a sur a contrata de secono
(4) documentation of OIR endorsement of the No. (required only if the subject service involves info	on-Competitive procurem	entrequest:
select one: Documentation Not Ap	oplicable to this Request	Documentation Attached to this Request
(5) documentation of Department of Personnel e (required <u>only</u> if the subject service involves train		ompetitive procurement request:
select one: Documentation Not Ap	oplicable to this Request	Documentation Attached to this Request
(6) description of procuring agency efforts to identify and accompanitive negotiation:	entify reasonable, compet	itive, procurement alternatives rather than to use
This contract is not a result of non-competitive negorinterest, demonstrated specific qualifications outlined currently 6 different organizations that have MCO Competitive negoties are supported in the contract of the cont	d in the Agreements, and w	re been offered to any organization that has expressed illingly accepted the terms of the Agreements. There are
(7) Justification of why the F&A Commissioners	hould approve a Non-Cor	npetitive Amendment :
		Care enrollees will be served. Based on the network of on of this agreement will prevent any disruption of
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AGENCY HEAD REQUEST SIGNATURE:		
(<u>must</u> be signed by the <u>ACTUAL</u> procuring agency head as detailed on the Signature	·.	
Certification on file with OCR — signature by an authorized signatory will be accepted only in	·	
documented exigent circumstances)	事以: an 解散》第191章 除水(1)	
	SIGNATURE DATE:	·

AMENDMENT NUMBER 6

AMENDED AND RESTATED CONTRACTOR RISK AGREEMENT BETWEEN THE STATE OF TENNESSEE, d.b.a. TENNCARE AND JOHN DEERE HEALTH PLAN, INC., d.b.a. JOHN DEERE HEALTH PLAN, INC.

CONTRACT NUMBER: FA-02-14860-CO

For and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to clarify and/or amend the Amended and Restated Contractor Risk Agreement (CRA) by and between the State of Tennessee TennCare Bureau, hereinafter referred to as TENNCARE, and Contractor Name, hereinafter referred to as the CONTRACTOR as specified below.

Titles and numbering of paragraphs used herein are for the purpose of facilitating use of reference only and shall not be construed to infer a contractual construction of language.

1. Section 4-28 shall be deleted and replaced in its entirety so that the amended Section 4-28 shall read as follows:

4-28. Term of the Agreement

This Agreement and its incorporated attachments, if any, as well as all Amendments to this Agreement, contain all of the terms and conditions agreed upon by the parties, and when executed by all parties, supersedes any prior agreements except as stated in Section 1-7. Unless a provision contained in this Amendment specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall be in effect from July 1, 2001, subject to approval by the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services. The term of this Agreement shall expire on December 31, 2005. Notwithstanding any provision herein to the contrary, this Agreement shall automatically renew for calendar year 2006 with an expiration date of December 31, 2006 unless the CONTRACTOR or the State complies with Section 4-2.(f) regarding non-renewal or unless the State approves termination of the Agreement in accordance herewith. Said renewal shall be automatic and shall not require any notice or other action.

Notwithstanding any provision herein to the contrary, the State may terminate this Agreement if the waiver governing TennCare is terminated. The documents referenced in the Agreement are on file with the CONTRACTOR and with TENNCARE and the CONTRACTOR is aware of their content. No other agreement, oral or otherwise regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

2. The September 11, 1995 Amended and Restated Contractor Risk Agreement, as amended, shall be amended by deleting and replacing the date "December 31, 2004" with "December 31, 2005" in all references regarding the Stabilization Period ending December 31, 2004. This shall include, but not be limited to Sections 1-3, 3-10.h and Attachment X.D.

Amendment 6 (cont.)

All of the provisions of the original Agreement not specifically deleted or modified herein shall remain in full force and effect. Unless a provision contained in this Amendment specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall become effective January 1, 2005 or as of the date it is approved by the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

STATE OF TENNESSEE	
DEPARTMENT OF FINANCE AND ADMINISTRATION	JOHN DEERE HEALTH PLAN, INC.
BY: M.D. Goetz, Jr. Commissioner	BY: Douglas El Haaland Vice President, Operations
DATE: 12/10/2004	DATE: 12/1/04
APPROVED BY:	APPROVED BY:
STATE OF TENNESSEE	
DEPARTMENT OF FINANCE	STATE OF TENNESSEE
AND ADMINISTRATION	COMPTROLLER OF THE TREASURY
BY:	BY:
M. D. Goetz, Jr.	John G. Morgan
Commissioner	Comptroller
DATE:	DATE:

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2003	\$ 50,389,400.00	\$ 86,660,300.00			\$ 137,049,700.00		
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2004	\$ 50,389,400.00	\$ 86,660,300.00			\$	137,049,700.00
2005	\$ 50,389,400.00	\$ 86,660,300.00			\$	137,049,700.00
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ddress:	729 Church Street			Sure contractor ave	ndorž (Bercovista).	
hone:	Nashville, TN (615)532-1362	•				
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	SCOMPLETE EORS	ALL AMENDMENTS (OT	iv)	is the contractors from	mW=9/Elledamin/A Inding Centricati	
		Base Contract & Prior		Pursuant to T.C.A., Sec	tion 9-6-113. L.C. W	arren Neel
		e Amendments	Instamendment ONLY	Commissioner of Financ	ce and Administation	. do hereby certify that
	ELECTION DE LA COMPANIE		Į.	there is a balance in the	appropriation from	which this obligation is
Y: 02				required to be paid that obligations previously in	is not otherwise enc	umbered to pay
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		CONTE	RACTISUMMARY	SHEET		
RES Number.				Contract Number	FA-02-14860-0)1
Mate Agercy:	Department of Finance	and Administration		Division:	Bureau of TennCa	re
Replace.		ontractor.		LingGonu	act identification	Number 25 1
IOHN DEERE	(formerly Heritage	National Health Pla	n of TN)	□ v- □ c-	G	2 - Sylvan 2004 2 2 - 5 120 35-454 182 (2)
			Service Description			
Managed Care	Organization Servi	ces/Medically necess	ary Health Care Servi	ces to the TennCa	re/Medicaid Pop	oulation
	u as reconstruction in	act BeginiDate			Contract End Da	ite in the second of the secon
7/1/01	• .			12/31/05		
Allotment Code	Cost Center III	2 4 Object Code	WWW.Fumiliaries	ar Grant Grant	Grant Gode L	Subgrant Code 1
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FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding		t Amount (including mendments
2002	\$ 46,137,900.00	\$ 80,885,019.00			\$	127,022,919.00
2003	\$ 50,389,400.00	\$ 86,660,300.00			\$	137,049,700.00
2004	\$ 50,389,400.00 \$ 50,389,400.00	\$ 86,660,300.00	: :		\$	137,049,700.00
2006	\$ 25,194,700.00	\$ 86,660,300.00 \$ 43,330,150.00	<u> </u>	· · · · · · · · · · · · · · · · · · ·	\$	137,049,700.00
2000	\$222,500,800.00	\$ 384,196,069.00			\$	68,524,850.00
CEDA#	93.778	Ψ σσ 1,100,000.00			<u> \$</u>	606,696,869.00
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ddress:	729 Church Street			is the Contractor a Ve	ndor Week GMB A	
hone:	Nashville, TN					
	(615)532-1362			Isithe Hiscal Year Gun	iding Surkembyahi	MIDEDA SAR VENEZA
Pi Pi	ocuring Agency Bud	ger Officer Approvals	ignature 2014	is the Contractor on 9	PARSO	
ean Daniel	Dean	warie	7/1/02	Isehe Gontractor:s F		
		AUBEZAMENDMENTIS 76		is the contractor's Ec		
		Base Contract & Profil		Pursuant to T.C.A., Se	unding Certifica	
		Amendments a	TITIS Amendment ONLY	Commissioner of Finan	nce and Administation	on, do hereby certify that
	E SOME SENDIDATE	12/31/05				which this obligation is
Y: 02		\$127,022,919.00	\$0.00	required to be paid that obligations previously i		cumbered to pay
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Y: 06	· · ·	\$63,511,459.50	\$10,026,781.00 \$5,013,390.50			
	Control of the second	\$571,603,135.50	\$35,093,733.50	,		;
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